

## **Required FedRooms Terms and Conditions of Participation for 2021**

Please read carefully the following Terms and Conditions of Participation in the U.S. General Services Administration's (GSA) FedRooms hotel program managed by CW Government Travel, Inc.

**Submission of rates under the FedRooms rates codes and/or acceptance into the FedRooms program denotes the Participant's agreement with the terms below. Non-compliance will result in the Participant's suspension or removal from the FedRooms program. An administrative fee may be assessed for re-entry.**

### **FedRooms Program Requirements**

1. Rates offered to FedRooms must be competitive and may not exceed the U.S. Government's maximum lodging allowance (per diem) for the property location. All bids will be evaluated based on the value offered to the government traveler. It is highly recommended that bids include rates under per diem, complimentary amenities and Last Room Availability (LRA). All FedRooms bids must include complimentary guestroom internet.
2. Per diem rates that are set by the U.S. Department of State for properties in foreign locations are inclusive of taxes including VAT. Rates offered to FedRooms in these locations must be inclusive of taxes including VAT. Properties in foreign locations accepted in FedRooms are also required to load rates in the GDS that are inclusive of taxes including VAT.
3. Rates must be loaded in all GDS systems (Sabre, Apollo/Galileo, Amadeus, and Worldspan) at or below the rate offered, published Best Available Rate (BAR), government or other public rates and additional rates intended for federal government travelers on official business.
4. Rates are valid from January 1, 2021 through December 31, 2021. The property has the option to load rates through March 31, 2022. If the 2021 rate originally offered to FedRooms included a discount to per diem, the same discount must be applied to rates loaded from January 1, 2022 through March 31, 2022. If the property is not accepted in the 2022 FedRooms program, all FedRooms rates must be removed from all GDS systems as of January 1, 2022.
5. Properties are allowed a maximum of 25 blackout days from January 1, 2021 through December 31, 2021. Properties are not required to have the FedRooms rate available on blackout dates. Properties may not offer a FedRooms rate for a blackout date that is higher than the FedRooms rate accepted on the RFP.
6. Accepted FedRooms properties are audited weekly throughout the year for rate compliance and availability. Properties accepted with NLRA rates who close out their FedRooms rates for extended periods of time such that no FedRooms availability is found in more than four consecutive audits may be removed from the program.
7. If per diem decreases occur and the rate offered to FedRooms is higher than the new per diem, the property must ensure the FedRooms rate does not exceed the new per diem and immediately

contact [hotels@fedrooms.com](mailto:hotels@fedrooms.com) with the new rate offered. If the rate originally offered to FedRooms included a discount to per diem, the same discount must be applied to the new per diem.

8. Requests for rate adjustments due to per diem changes must be submitted in writing to [hotels@fedrooms.com](mailto:hotels@fedrooms.com). FedRooms rates may not be increased over agreement without FedRooms authorization.
9. Cancel policy must be 4 p.m. day of arrival or later without additional cost or penalty. Cancel policy for international properties may be up to 24 hours. Cancel policy must match the cancel policy of other rates at the property if less restrictive than the FedRooms standard. A no-show charge not to exceed the cost of one room night may be charged if a reservation is not canceled by 4:00 p.m. day of arrival for properties within the United States or its territories and possessions and 24 hours for international properties.
10. No minimum stay requirements, day of week restrictions, advance payment, deposits to guarantee room may be applied. An early departure fee may not be applied if the guest checks out by the property's posted check-out time.
11. No additional service fees may be added for parking, health club, late check-out, etc. unless guests specifically request and utilize these services and there is a fee for other guests. No additional fees can be charged to FedRooms travelers for use of the in-room safe.
12. No resort fees, urban destination charges, daily destination fees, marketing destination fees, facility fees or other add-on or hidden fees may be added to FedRooms rates.
13. Properties accepted in FedRooms should include basic traveler-expected amenities in all guestrooms. These amenities include, but are not limited to, bar soap and/or body wash, shampoo and a hair dryer.
14. Properties accepted in FedRooms may not apply minimum age requirements to Federal government employees who book a reservation through an authorized government booking channel or method and/or present a GSA SmartPay3 Travel Charge Card upon check-in.
15. Properties accepted in FedRooms may not apply a distance limitation to Federal government employees who book a reservation through an authorized government booking channel or method and/or present a GSA SmartPay3 Travel Charge Card upon check-in. In other words, accepted FedRooms properties can not require that the traveler's home address is more than a specified distance from the property.
16. Participating properties accepted in the DoD Preferred Commercial Lodging Pilot Program must extend the same rates, amenities and terms to also be accepted in FedRooms.
17. Participating properties within the United States or its territories and possessions must maintain a current listing on FEMA's National Master List of certified hotels compliant with the Hotel and Motel Fire Safety Act of 1990 (PL101-391). Properties must ensure that the property name on FEMA's National Master List is correct and matches the exterior signage at the property.

18. Participating properties within the United States or its territories and possessions must be compliant with the Americans with Disabilities Act (ADA) and the Virginia Graeme-Baker Act (pool suction entrapment avoidance).
19. Participating properties in the United States or its territories and possessions must be compliant with Kari's Law which requires multi-line telephone systems to have a default configuration that permits users to directly initiate a call to 911 without dialing any additional digit, code, prefix, or post-fix.
20. The GSA highly recommends that all properties wanting to be considered for the FedRooms program have taken the appropriate steps to train all personnel on recognizing and reporting human trafficking. Properties accepted in the 2021 FedRooms program should be prepared to provide (upon request) the steps taken to train all personnel on recognizing and reporting human trafficking (the use of force, fraud, or coercion to induce a person to provide labor or perform a sex act).
21. The GSA highly recommends that all properties wanting to be considered for the FedRooms program have instituted enhanced cleaning and safety standards designed to protect employees and guests from exposure to the COVID-19 virus. Properties accepted in the 2021 FedRooms program should be prepared to confirm (upon request) that the property is in compliance with AHLA (American Hotel & Lodging Association)'s Safe Stay program or to provide the details of their proprietary prevention program. Properties accepted but found not to be in compliance will be removed from the program immediately.
22. Participating properties must possess a minimum 2 Crown NTM (Northstar Travel Media) rating. Where an NTM Crown rating isn't available an equivalent AAA Diamond rating will be accepted.
23. Participating properties must provide security 24 hours each day through video monitoring of the property or through security personnel. Property staff trained in security protocols that are on-site will suffice but must be available 24 hours.
24. If unable to honor all confirmed FedRooms reservations, a participating property shall, at its expense (including payment of any difference in room cost), secure a guest room at another participating FedRooms property and provide transportation. If that cannot be arranged, the property, at its expense, will secure a comparable room at a comparable, FEMA-approved property (if property is within the United States or its territories and possessions) and provide transportation.
25. Participating properties must agree to accept the official government-issued SmartPay3 Travel Charge Cards (VISA/MasterCard) as a form of payment. To the maximum extent possible and where the technology exists, the participating properties need to collect and submit level 3 data to their merchant acquiring bank or credit card processor.
26. Upon acceptance, participating properties must review the listing on [www.FedRooms.com](http://www.FedRooms.com) and validate rate and amenity information. Properties should respond by email ([hotels@fedrooms.com](mailto:hotels@fedrooms.com))

or phone (1.800.226.1741) with questions or changes. If there is no response, FedRooms will assume the property listing is correct and there are no changes.

27. The participating property owner or management company will make every effort to communicate the tax exemption status of Federal government travelers to local management and personnel in states where the GSA SmartPay3 Travel Charge Card is exempt from state taxes. This includes but is not limited to distributing GSA-sponsored messaging and communication materials. For exemption status by state, please visit: <https://smartpay.gsa.gov/content/state-tax-information> . As state exemption status may change, it is recommended that the property verify exemption status on a regular basis.
  - ★ Where applicable, the property should make state tax exemption forms available to federal travelers upon check-in, or prior to check-out, or upon request.
  - ★ Where applicable, the property agrees to refund state and local taxes paid when the stay was exempt from state and local taxes.
28. Participating properties shall extend FedRooms rates to FedRooms team members in order to facilitate mystery shopping and quality/compliance checks. The FedRooms team will validate that these rooms were booked, reported and remitted in accordance with the FedRooms terms and conditions.
29. Qualifying properties may indicate on the RFP if FedRooms rates will be extended to government contractors and state & local government travelers. To qualify for this, the hotel chain or management company must report monthly production and pay the 1.75% participation fee (RFP question 255) centrally for all properties. If the property reports production and pays this fee on its own, the property is not eligible for these options.
30. Properties may indicate on the RFP if FedRooms rates will be extended to federal travelers on leisure travel.
31. Upon acceptance, properties will be sent rate loading instructions.
32. The FedRooms team highly recommends that all accepted properties review their listing on FedRooms.com every week. To do this, directions for creating an account can be found on FedRooms.com. Properties must create an account using the “federala” option when prompted.

#### **Required Production Reporting & 1.75% Participation Fee Payment**

33. Participating properties must report all FedRooms usage and participation fees to FedRooms by the 20th of every month beginning with the month when notification of acceptance into the program is received. Payment of the participation fees is due 30 days after production has been reported. All check payments must be sent to the address on the invoice and the W-9. Checks sent to other addresses cannot be applied to FedRooms payments. We can also accept a variety of electronic fund transfers as well as credit card payments. Hotels may contact [reporting@fedrooms.com](mailto:reporting@fedrooms.com) for more information on payment options.

- ★ Hotels may contact [reporting@fedrooms.com](mailto:reporting@fedrooms.com) with questions about production reporting and payment of the 1.75% participation fee.
- ★ If the property belongs to a chain or parent company, the national government sales representative can confirm if FedRooms bookings are centrally reported.
- ★ FedRooms (XVU) and FedRooms Commissionable (XVC) may be reported together, but FedRates (XVR) and StateRates (XVS) which are only available to hotel chains or management companies reporting centrally, must be reported separately to [reporting@fedrooms.com](mailto:reporting@fedrooms.com).
- ★ A \$20 late fee is assessed each month to any reporting over 60 days in arrears.

34. Participating properties must remit a 1.75% participation fee on every consumed room night identified as FedRooms, FedRooms Commissionable, FedRates and StateRates (where applicable), booked through all distribution channels. If the property belongs to a chain or parent company, the national government sales representative can confirm if FedRooms bookings are centrally remitted.

### **Suspension and Removal**

Fedrooms reserves the right to suspend or remove a participant from the program, at its discretion, for any reason. Participants are also subject to suspension and removal from the FedRooms for failure to adhere to the following:

35. Failure to honor the “FedRooms Rate Guarantees” below, will result in removal from the program:

- ★ All accepted FedRooms rates must be competitive with other rates offered by the property and may not exceed the U.S. Government’s maximum lodging allowance (per diem) for the property location.
- ★ The cancellation policy is 4 p.m. day of arrival or later (24 hours for international properties).
- ★ No upgraded or additional FedRooms rates are available through any booking channel.
- ★ No additional service fees (unless the guest uses the service).
- ★ No additional resort fees, urban destination charges, daily destination fees, marketing destination fees, facility fees or other add-on or hidden fees
- ★ No early departure fees
- ★ No additional fees for use of the in-room safe

36. Accepted properties not abiding by the FedRooms terms and conditions will be placed on “Suspended” status and will need to correct the infraction. If the issue is not resolved within 5 business days, the property will be removed from the program and must remove all rates identified as FedRooms in all distribution systems. Properties with repeated infractions will be permanently removed from the Fedrooms program.

37. Participating properties reporting zero room nights for four consecutive months may be removed from the program.

38. Participating properties failing to follow and adhere to rate loading instructions will be removed from the program.

39. Participating properties contracting but not paying for advertising within 90 days will be removed from the program.
40. An administrative fee of \$400 may be assessed to properties requesting re-admittance that have previously been removed by FedRooms for non-adherence to the terms and conditions. Re-admittance is contingent on market need, the correction of any previous program infractions and administrative fees paid in full.
41. Any property suspended or removed from the program is still responsible for reporting and remitting payment of the 1.75% participation fee for all FedRooms room nights consumed through the date of GDS rate removal.
42. Properties that have loaded rates without FedRooms approval (Squatters) must remove all rates from the GDS and report FedRooms production received and pay the required participation fees.